



STATE OF ARKANSAS

DEPARTMENT OF HUMAN SERVICES (DHS)

**Division of Behavioral Health
Services**

(the Division/Office)

REQUEST FOR PROPOSALS

DBHS-2016-01

for

**Drug and Alcohol Safety Education
Program (DASEP)-AREA 6**

Date Issued:

January 30, 2015

TABLE OF CONTENTS

Drug and Alcohol Safety Education Program (DASEP)
DBHS-2016-01

Section 1	Introduction
1.1	Purpose
1.2	Background
1.3	Overview of DHS Organization and Operations
1.4	Scope of Service
1.5	Contract Duration
Section 2	RFP Schedule of Events
2.1	RFP Schedule of Events
Section 3	General Requirements and Information
3.1	Issuing Officer
3.2	Questions
3.3	Proposal Submittal
3.4	Proposal Preparation Costs
3.5	Opening of Proposals
3.6	Acceptance of Proposals
3.7	Rejection of Proposals
3.8	Disposition of Proposals
3.9	Subcontracting
3.10	Minority Business Policy
3.11	Independent Price Determination
3.12	Prohibited Solicitation
3.13	RFP Amendments
3.14	Proposal Amendments and Rules of Withdrawal
3.15	Respondent's Contact Person
3.16	Anticipation of Award
3.17	Awarding of Contract
3.18	Notification
3.19	Certification Prior to Award
3.20	Rules of Procurement
3.21	Restriction on Communications with State Staff
3.22	Equal Employment Opportunity Policy
Section 4	Proposal Requirements
4.1	General Proposal Requirements
4.2	Technical Proposal Requirements
4.2.1	Cover Sheet
4.2.2	Table of Contents

- 4.2.3 Statement of Acknowledgement
- 4.2.4 Disclosure of Litigation
- 4.2.5 Executive Summary
- 4.2.6 Technical Approach and Solutions to Scope of Service
- 4.2.7 Respondent's Background, Experience, and Qualifications
 - 4.2.7.1 Background
 - 4.2.7.2 Experience
 - 4.2.7.3 Qualifications
 - 4.2.7.4 Past Performance
- 4.2.8 Project Organization and Staffing
- 4.2.9 Project Management
- 4.2.10 Financial Disclosure
- 4.3 Cost Proposal Requirements
 - 4.3.1 Independent Price Determination
 - 4.3.2 Vendor Number
 - 4.3.3 Price Warranty
 - 4.3.4 Price
 - 4.3.5 IRS – Form W-9
- 4.4 Mandatory Requirements

Section 5 Evaluation and Contractor Selection

- 5.1 Proposal Evaluation Process
 - 5.1.1 Evaluation of Mandatory Requirements
 - 5.1.2 Evaluation of Technical Proposals
 - 5.1.3 Evaluation of Cost Proposals
 - 5.1.4 Ranking Proposals
- 5.2 Point Assignment
- 5.3 Contract Award Process

Attachments

- A. Terms and Conditions
- B. Statement of Acknowledgement
- C. Pro Forma Contract
- D. Performance Based Contracting

SECTION 1

INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is as follows:

The Drug and Alcohol Safety Educational Program (DASEP) was established to implement those portions of the law requiring pre-sentence screening, assessment reports, and alcohol/safety education courses (Chapter 65-Driving While Intoxicated of the Omnibus DWI Act). The DASEP shall assist the court by recommending drug and alcohol safety education or substance abuse treatment for Driving While Intoxicated (DWI)/Driving Under the Influence (DUI) offenders. As a general rule, only first time offenders attend a drug and alcohol safety education course. These classes utilize a standard curriculum.

1.2 Background

Successful respondents from this RFP process will operate DASEP programs for citizens in Grant, Jefferson, Arkansas, Cleveland, Lincoln, Desha, Drew, Bradley, Ashley, and Chicot counties of the State referred to as DASEP Catchment Area 6. Each respondent must provide the services required by this RFP for the whole catchment area for which the respondent receives an award. These required services must be provided within a 50-mile radius of any client or potential client within each catchment area for which a respondent receives an award. A separate technical proposal and a separate cost proposal are required.

1.3 Overview of DHS Organization and Operations

DHS is the largest State agency in Arkansas with approximately 7,000 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

The Division of Behavioral Health Services is one of ten Divisions and Offices that comprise DHS. The Divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and DHS.

1.4 Scope of Service

DASEP contract providers will provide education services for all individuals who are charged with the offense of DWI/DUI. Certificates of Completion are not to be completed and signed until individuals complete the class. Providers will be present in each court when DWI/DUI cases are presented and will present the judge with the findings of the Pre-Sentence Screening Report (PSSR). A copy of the PSSR will be available upon award of the contract. DASEP providers will provide the community with education regarding DWI/DUI laws and consequences and will disseminate information in local newspapers concerning alcohol awareness. All contract staff directly related to the DASEP shall pass a DWI proficiency examination within one year of contract involvement. The examination will include laws, regulations, and statutes pertaining to alcohol. An annual conference hosted by DBHS will include sessions to equip providers with the tools and study guides needed to master the examination.

All equipment purchased with contract funds remains the property of DBHS and must be kept on both the provider's inventory list and the DBHS inventory list. Each item shall be affixed with an identification tag provided by DBHS. The program should provide DBHS with an inventory list of all DASEP-related equipment. The list should include a description of the item and its serial number. This equipment is the property of DBHS and all equipment shall be returned to DBHS within 48 hours of the end of the contract or upon request by DBHS.

Additionally providers will receive site visits/observation by the DASEP Program Manager as they conduct all aspects of the interview and screening process.

Eligible entities include non-profit corporations and public and private non-profit service agencies. All respondents must provide IRS Certification of their 501(c) 3 status as an eligible entity.

Providers must show the ability to provide each of the services under the sample performance indicators for DASEP. (See Attachment D.)

1.5 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of July 1, 2015 through June 30, 2016.

The contract may be extended for up to 3 additional years, contingent upon approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

SECTION 2

RFP SCHEDULE OF EVENTS

2.1 RFP Schedule of Events

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

Event	Date
RFP issued	January 30, 2015
Due date and time for written questions	February 9, 2015 by 4:30 p.m. (CST)
Due date for answers to questions	On or about February 13, 2015 by 4:30 p.m. (CST)
Closing date and time for receipt of proposals	March 3, 2015 by 4:30 p.m. (CST)
Date for opening of proposals	March 4, 2015
Completion of proposal evaluation and potential awardee selection	On or about March 25, 2015
Anticipation of Award letter posted	On or about April 1, 2015
Contract start (Subject to State approval)	July 1, 2015

SECTION 3

GENERAL REQUIREMENTS AND INFORMATION

3.1 Issuing Officer

This RFP is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Behavioral Health Services, (hereinafter referred to as the Division/Office).

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFP until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Kenya Buffington

Arkansas Department of Human Services
Division of Behavioral Health Services
305 South Palm Street
Little Rock, AR 72205

Email: kenya.buffington@dhs.arkansas.gov
[501-683-3997](tel:501-683-3997)

3.2 Questions

Respondents with questions about the RFP shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will, by the date specified in Section 2.1, post written responses on the DHS website for all written questions received by the due date.

Respondents shall rely only on these written responses as the official answers to questions related to this RFP.

3.3 Proposal Submittal

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The respondent shall certify on the State of Acknowledgement (Attachment B) that the proposal remains valid through the evaluation, selection, and contract period.

A complete proposal consists of a **Technical Proposal** and a **Cost Proposal**. **These shall be submitted at the same time but the Cost Proposal shall be sealed separately from the Technical Proposal.**

<p>THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT FAILS TO SUBMIT THE TECHNICAL AND COST INFORMATION SEPARATELY, SEALED, AND CLEARLY IDENTIFIED. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.</p>

See Section 4 for Proposal Requirements.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

3.4 Proposal Preparation Costs

All costs for developing the response to this RFP are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP will become the property of the State and will not be returned.

3.5 Opening of Proposals

The Division/Office will publicly open proposals received by the date and time identified in **Section 2.1**. Only the Technical Proposals will be opened at that time. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

Cost Proposals will be opened after evaluation of the Technical Proposals is complete.

3.6 Acceptance of Proposals

All proposals properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP, or cancel this RFP at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

3.7 Rejection of Proposals

The State reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFP that are not acceptable to the State, the proposal may be rejected.

Proposals will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the proposal is made, reviewed, or both.

3.8 Disposition of Proposals

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA

§25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement.

If the Technical or Cost proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy (disk) of the proposal in Microsoft readable format with that material redacted. (Submit one disk for the Technical proposal and a separate disk for the Cost proposal, if both have material to be redacted.) In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 4.1.

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFP. Selection or rejection of the proposal shall not affect this right.

3.9 Subcontracting

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office. Contractor shall make available to DHS a copy of the subcontract agreement(s), upon request.

Respondents shall have all the necessary resources to complete the work described in the RFP Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal.

3.10 Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §15-4-303 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander or a service-disabled veteran as designated by the United States Department of Veterans Affairs". The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

3.11 Independent Price Determination

Respondent shall arrive at the Cost Proposal (price) independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor. The respondent shall certify on the Statement of Acknowledgement (Attachment B) that the price was arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor. Should a conflict of interest be detected at any time during the contract period, the contract shall be deemed null and void and the contractor shall assume all costs of the contract until such time that a new contractor is selected.

3.12 Prohibited Solicitation

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business (ACA §19-11-229). If this provision is

violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3.13 RFP Amendments

The Division/Office reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, Issuing Officer will post any amendments, addenda, and clarifications on the DHS website.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

3.14 Proposal Amendments and Rules of Withdrawal

Prior to the proposal selection date, a respondent may withdraw his/her proposal by submitting a signed, properly authorized, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions, or alterations to the proposals after the proposal due date unless such changes were requested by the Division/Office.

3.15 Respondent's Contact Person

Respondent shall provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFP response.

3.16 Anticipation of Award

After complete evaluation of the proposals, the anticipated award will be posted on the DHS website and the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement (OSP) reserves the right to waive this policy when it is in the best interests of the State.

3.17 Awarding of Contract

The Division/Office may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria, not necessarily the lowest price. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

3.18 Notification

Upon completion of the proposal evaluations, DHS will send notification of results to all respondents.

3.19 Certification Prior to Award

Pursuant to Act 157 of 2007, all respondents must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondents shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html.

3.20 Rules of Procurement

Any actual or prospective respondent, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the Office of State Procurement Director within fourteen calendar days after the actual or prospective respondent, offeror, or contractor knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The Office of State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

3.21 Restriction on Communications with State Staff

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

3.22 Equal Employment Opportunity Policy

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the contractor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the contractor. The respondent may submit its EEO policy as a hard copy accompanying his/her response to this solicitation or in electronic format to DHS at the following e-mail address: jimmy.allen@dhs.arkansas.gov. DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all contractors' EEO policies received. The submission by the successful respondent is a one-time requirement but contractors are responsible for providing updates or changes to their respective policies as necessary. Contractors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.

SECTION 4

PROPOSAL REQUIREMENTS

4.1 General Proposal Requirements

Proposal shall include **one original and 5 hard copies** of the **Technical Proposal** responsive to the terms of the RFP. **Technical Proposal** shall be clearly identified as such on the envelope. **NO INFORMATION RELATIVE TO COST OR PRICING SHALL BE INCLUDED WITH THE TECHNICAL PROPOSAL!**

NOTE: If the Technical Proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the Technical Proposal (disk) in Microsoft readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 3.8.

Proposal shall also include one (1) original **Cost Proposal** in a **SEPARATE SEALED ENVELOPE** and clearly identified as the **Cost Proposal**.

NOTE: If the Cost Proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the Cost Proposal (disk) in Microsoft readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 3.8.

THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT FAILS TO SUBMIT THE TECHNICAL AND COST INFORMATION SEPARATELY, SEALED, AND CLEARLY IDENTIFIED.

The proposals shall be received by the Division/Office by the date and time identified in Section 2.1. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. Respondent shall certify on the Statement of Acknowledgement (Attachment B) that the proposal remains valid through the evaluation, selection, and contract period.

RFP Section 4.2 provides content requirements for the **Technical Proposal**. **RFP Section 4.3** provides content requirement for the **Cost Proposal**.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

Proposals may be hand delivered to:

**Arkansas Department of Human Services
Division of Behavioral Health Services
Administration building
Attn: Kenya Buffington, Issuing Officer
4800 West 7th Street
Little Rock, AR 72205**

OR mailed by United States mail to:

**Arkansas Department of Human Services
Division of Behavioral Health Services
Administration building
Attn: Kenya Buffington, Issuing Officer
4800 West 7th Street
Little Rock, AR 72205**

OR mailed by commercial mail to:

**Arkansas Department of Human Services
Division of Behavioral Health Services
Administration building
Attn: Kenya Buffington, Issuing Officer
4800 West 7th Street
Little Rock, AR 72205**

4.2 Technical Proposal Requirements

The Technical Proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section 1.4** (Scope of Service), **Attachment A** (Terms and Conditions), and **Attachment D** (Performance Based Contracting).

The Technical Proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Executive Summary
6. Technical Approach and Solutions to Scope of Service.
7. Respondent's Background, Experience, and Qualifications
8. Project Organization and Staffing
9. Project Management
10. Financial Disclosure

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal.

RESPONDENTS SHALL SEAL THEIR PROPOSALS AND SHALL NOT INCLUDE ANY KIND OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL. PROPOSALS CONTAINING SUCH COST OR PRICE INFORMATION IN THE TECHNICAL PROPOSALS SHALL BE REJECTED AS NON-RESPONSIVE TO THE RFP. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.

4.2.1 Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the respondent.

4.2.2 Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

4.2.3 Statement of Acknowledgement

Note the following instructions regarding the completion of the Statement of Acknowledgement:

- **RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE TECHNICAL PROPOSAL, INCLUDING THE STATEMENT OF ACKNOWLEDGEMENT.**
- Arkansas law defines “minority” as black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs;
- If respondent is NOT a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** respondent must provide documentation evidencing proof of filing as either a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** with the Arkansas Secretary of State’s office.
 - Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4.27-1501 and §4-27-1502.
- If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must set out the basis for the claim of confidentiality or potential unfair advantage in an attachment to the Statement of Acknowledgement.
- If services are to be provided by subcontractors, respondent shall include statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - The scope of work to be performed by the subcontractor;
 - The subcontractor’s willingness to perform the work indicated;
 - The subcontractor’s certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- If services are to be provided by subcontractors, respondent shall include a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price. **RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE STATEMENT OF ACKNOWLEDGEMENT.**
- The Statement of Acknowledgement (**Attachment B**) must be signed in ink by an individual authorized to legally bind the respondent.
- If the proposal deviates from the detailed requirements of this RFP in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. The State reserves the right to reject any proposal containing such deviations.

4.2.4 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

4.2.5 Executive Summary

The executive summary should condense and summarize the contents of the Technical Proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal. It should summarize the respondent's technical approach and the enhancements proposed for DHS.

The executive summary should include a cross-reference to the pages in the proposal that address the RFP requirements. The proposal may be rejected as incomplete and failing mandatory requirements if the respondent fails to include the cross-reference.

The executive summary should not exceed three pages. The RFP cross-reference pages are not included in this number.

4.2.6 Technical Approach and Solutions to Scope of Service

The proposal must specify the respondent's plan for meeting the objectives of the contract. The response shall clearly indicate how the requirements will be met, what assurances of success the proposed approach will provide, and what individuals will support the respondent's efforts, both on-site and at other locations.

Service delivery must be provided in accordance with the **Section 1.4** (Scope of Service), and **Attachment D** (Performance Based Contracting). See **Section 5.2** for the specific criteria to be considered for this RFP

4.2.7 Respondent's Background, Experience, and Qualifications

4.2.7.1 Background

Proposals shall include details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts

4.2.7.2 Experience

Respondents shall submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the respondent;
- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;

- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

4.2.7.3 Qualifications

The respondent should include the following information for itself and each subcontractor:

- An organizational chart displaying the overall business structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers)

4.2.7.4 Past Performance

In accordance with provisions of the State Procurement Law and Regulations, R2: 19-11-230(b), DHS MAY use the past performance of a respondent to determine whether the respondent is "responsible", IF that past performance is supported by documentation that is not greater than three years old and IF that documentation is on file in the Office of State Procurement at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, Vendor Performance Report, memo (signed and dated), or any other appropriate authenticated notation of performance.

4.2.8 Project Organization and Staffing

The respondent shall include a section in its proposal that details the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The respondent's proposal shall identify key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP.

4.2.9 Project Management

The respondent shall provide details of their intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.

4.2.10 Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three years for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing;
- Balance sheets;

- Statement of income;
- Statements of change in financial position;
- Notes to financial statements;
- Auditor's reports

4.3 Cost Proposal Requirements

Cost Proposal MUST be submitted under separate cover from the Technical Proposal and BOTH MUST be sealed. Any reference to cost included within the Technical Proposal will result in respondent's proposal being rejected. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.

The Cost Proposal shall contain the items identified below. Failure to include these items may result in rejection of the proposal at the discretion of the Division/Office.

4.3.1 Independent Price Determination

The respondent shall certify on the Statement of Acknowledgement (Attachment B) that the price was arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor as described in **Section 3.11**.

4.3.2 Vendor Number

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement, DFA, he/she shall obtain the vendor number before the contract is signed. The respondent shall submit proof of application for the vendor number with the Cost Proposal. Information and necessary forms to obtain a vendor number can be found on the following website:

http://www.arkansas.gov/dfa/procurement/pro_index.html

4.3.3 Price Warranty

By submitting a proposal under this RFP, the respondent warrants their agreement to the pricing methods. Any qualifications, counter proposal, deviations, or challenges related to this may render the proposal void.

4.3.4 Price

The proposed price shall include the services and requirements described in this RFP. The price will include a cost analysis to support the reasonableness of the price. **The price included in the proposal will be the price for the period of the initial award as specified in Section 1.5. On an annualized basis, that price will be applicable for the life of the contract resulting from this RFP (initial contract and any extensions) if extension options are exercised.**

**Services provided under this contract will be reimbursed based on the following method:
Cost reimbursable not to exceed \$309,100 for the period of the initial award.**

Contractor will not receive any other payment.

4.3.5 IRS Form W-9

The respondent shall submit a completed and signed IRS Form W-9.

4.4 Mandatory Requirements

The following are the mandatory requirements for this RFP. Failure to provide the identified information will result in a proposal being rejected.

4.4.1 Technical and cost proposals must be received by time and date specified in **Section 2.1**.

4.4.2 Technical proposal must include one original and the number of hard copies specified in **Section 4.1**.

4.4.3 Technical proposals and the original cost proposal must be submitted separately, sealed, and clearly labeled, as indicated in **Section 4.1**.

4.4.4 Statement of Acknowledgement must be reviewed and signed in ink by individual authorized to legally bind the respondent, as specified in **Section 4.2.3**.

4.4.5 The Technical Proposal must include the following sections:

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Executive Summary
6. Technical Approach and Solutions to Scope of Service
7. Respondent's Background, Experience, and Qualifications
8. Project Organization and Staffing
9. Project Management
10. Financial Disclosure
11. Appendices

4.4.6 The Technical Proposal must include the additional documents below in appendices:

- IRS Status Letter
- State of Arkansas Certificate
- List of Board of Directors/Officers and Contact Information
- Agency's Organizational Chart
- Most Recent Audit Report/Audited Financial Statement
- SF424 Form Completed
- W-9 Form Completed
- Voided Check (If new state vendor)
- Copy of Letters to the State and Local Clearinghouses-Regarding submission of proposal

SECTION 5

EVALUATION AND CONTRACT SELECTION

5.1 Proposal Evaluation Process

The proposals will be evaluated in phases.

5.1.1 Evaluation of Mandatory Requirements

Following the public opening of proposals, the Division/Office shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to or met as set forth in **Section 4.4**. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to waive minor irregularities and to reject any and all proposals.

5.1.2. Evaluation of the Technical Proposals

The second phase is an evaluation of the Technical Proposals. The Division/Office shall appoint an evaluation team of at least three highly qualified members to evaluate the merit of the proposals. The Division/Office shall ensure that the evaluation team members are properly trained in their responsibilities. Each team member shall use the approved evaluation tools and forms to review and score each proposal. The Division/Office reserves the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

Based on findings by the evaluation team, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State reserves the right to reject any and all proposals.

5.1.3 Evaluation of the Cost Proposals

The third phase is an evaluation of the Cost Proposal. This evaluation shall determine:

- If the Cost Proposal meets the requirements in **Section 4.3**;
- Whether the Cost Proposal is consistent with the Technical Proposal;
- If the calculations are correct;

The State may reject any Cost Proposal that is incomplete or which contains significant inconsistencies or inaccuracies. The rejection of the Cost Proposal shall disqualify the entire proposal from further consideration.

5.1.4 Ranking Proposals

In the fourth phase, for each proposal, the Issuing Officer or designee shall add the points for the Technical Proposal and shall rank the proposals from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any respondent before making a final decision on selection or non-selection of a contractor.

5.2 Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under "Criteria". The maximum points possible for each criterion are indicated in the column entitled "POSSIBLE POINTS".

CRITERIA	POSSIBLE POINTS
Technical Approach and Solutions to Scope of Service	300
Background of Provider including recommendations and references	200
Experience with projects of similar size and scope	200
Qualifications of Key Personnel and Program Manager	100
SUBTOTAL POINTS FOR TECHNICAL	800
POINTS FOR COST	0
Total Possible Points	800

5.3 Contract Award Process

The contract will be awarded to the respondent that provides the most effective solution for the price quoted, not necessarily the one with the lowest cost.

The format for the professional/consultant services contract, as prescribed by Arkansas law, can be found in **Attachment C**.

ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any respondent to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Respondent shall certify on the Statement of Acknowledgement (Attachment B) that he/she accepts and agrees to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS. Failure to provide this statement will result in rejection of the proposal.

PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

Payments will be made after services performed based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____
	_____	_____		_____

***Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

****Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None

*****Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

For contracts for which the donor is a state agency, it is understood that, in accordance with Arkansas Statutes Annotated 13.339 (E), such donations are subject to availability of appropriated funds which may lawfully be used for this purpose.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Term of the Contract

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,

- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this Contract, each party hereto will receive certain confidential information relating to the other party. For purposes of this Contract, any information furnished or made available to one party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers, including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information".

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

The Contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefor.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Policy and Legal Services Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;

- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Department of Human Services that the technology provided to the Department of Human Services for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

Criminal History Check/Central Registry Check

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in

which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all manuals and other official issuances of the Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

(address)

Attention: _____
(name of contractor contact person or such other name or address as
may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

(address)

Attention: _____
(name of Department contact person)

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

Attachment B

STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION / SOCIAL SECURITY #:			
Check if entity is a minority vendor <input type="checkbox"/>	Check the box that applies: <input type="checkbox"/> State Ag'cy <input type="checkbox"/> Local Gov't <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit		Check if the respondent is, or has filed for, the status of Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership <input type="checkbox"/> Yes <input type="checkbox"/> No

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

NAME:		TITLE:	
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PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

NAME:		TITLE:	
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CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

NAME:		ADDRESS:	
OFFICIAL TITLE:			

- Does this proposal contain confidential information? If "Yes", submit a redacted copy and explain on an attachment YES ☐ NO ☐
- Has this respondent previously contracted with AR Department of Human Services (DHS)? YES ☐ NO ☐
- Has a respondent's principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) or any individuals with ownership interest in the entity been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud?
YES ☐ NO ☐
- Does the respondent intend to offer services through a subcontractor? YES ☐ NO ☐
- If services are to be provided by a subcontractor, are the required statements attached? YES ☐ NO ☐
- Does this proposal contain the required number of copies of the proposal in the required format and containing all required information?
NO ☐ YES ☐
- Has the respondent refrained from including pricing information in the Technical Proposal? YES ☐ NO ☐
- Does the respondent certify that he/she has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP without qualification? YES ☐ NO ☐
- Does the respondent certify that it does NOT discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap? YES ☐ NO ☐
- Does the person signing this Statement certify that he/she is authorized to make decisions as to, and is responsible for, the prices quoted, that the offer is firm and binding, and that he/she has not participated, and will not participate, in any action contrary to the above conditions?
NO ☐ YES ☐
- Does the respondent authorize DHS or its agents to verify the financial information requested in this RFP? YES ☐ NO ☐
- Does the respondent commit to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract? YES ☐ NO ☐
- Does the respondent certify that no attempt has been made, or will be made, to persuade others to, or NOT to, submit proposals? YES ☐ NO ☐
- Has the respondent received any amendments to this RFP? If "YES", how many? ____ YES ☐ NO ☐
- Does the respondent certify that the proposal remains valid through the evaluation, selection, and contract period? YES ☐ NO ☐
- Was the respondent's cost proposal arrived at independently without collusion, consultation, communication, or agreement with any other respondent or with any competitor? YES ☐ NO ☐

By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above statements are true and accurate

Signature by Officer of Organization Authorized to Contractually Obligate	Title	Date
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ATTACHMENT C

STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT

CONTRACT #		FEDERAL I.D. #	
VENDOR #		MINORITY VENDOR	YES <input type="checkbox"/> NO <input type="checkbox"/>

1. **PROCUREMENT:**

Check appropriate box below for the method of procurement for this contract:

ABA Criteria ☐ Request for Proposal ☐ Competitive Bid ☐ Request for Qualifications ☐
 Intergovernmental ☐ Emergency ☐
 Sole Source by Justification ☐ (Must be attached). Sole Source by Intent to Award ☐
 Sole Source by Law ☐ Act or Statute #

#

2. **DATES, PARTIES:**

The term of this agreement shall begin on _____ and shall end on _____.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

AGENCY NUMBER/NAME	
AGENCY NUMBER/NAME	

CONTRACTOR NAME	
ADDRESS	

3. **CALCULATIONS OF COMPENSATION:**

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ _____

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ _____

Total compensation inclusive of expense reimbursement \$ _____

Projected total cost of contract if all available periods of extensions are completed \$ _____

4. **SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

5. **RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. _____ to this agreement.

6. **OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

7. **PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

8. **ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

9. **CERTIFICATION OF CONTRACTOR**

A. "I, _____ (Contractor) _____ (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

- D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

- E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. NON-APPROPRIATION CLAUSE:

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have."

12. TERMS:

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until _____, in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

13. **AUTHORITY:**

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

14. **AGENCY COORDINATION:**

The Agency Representative coordinating the work of this contractor will be:

_____	_____	_____
(NAME)	(TITLE)	(TELEPHONE #)

Agency agrees to make available advice, counsel, data, and personnel, etc. as described immediately below or in Attachment number _____ to this agreement.

15. **AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.**

16. **TYPE OF CONTRACT:** PROFESSIONAL ____ CONSULTANT ____

17. **SIGNATURES**

CONTRACTOR	DATE	AGENCY DIRECTOR	DATE
------------	------	-----------------	------

TITLE	TITLE
-------	-------

ADDRESS	ADDRESS
---------	---------

APPROVED: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION	DATE
--	------

Contractor Point of Contact:

Name

Telephone Number

ATTACHMENT D
ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

NOTE: These Performance Based Standards are EXAMPLES ONLY and represent the types of indicators which will be included in the contract.

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contract must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. The contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the Division/Office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the contractor are:

The following are sample program deliverables and performance indicators, which will be incorporated into the contract:

A. Program Deliverable:

The contractor will provide education services for all individuals who are charged with the offense of DWI/DUI.

Performance Indicator #1

Each DASEP provider will make recommendations to the court, as required by law, to assist the court in determining whether an individual upon adjudication of guilt should receive DWI/DUI education or be referred to a state approved treatment program.

Acceptable Performance:

1. Each DASEP provider will be present in each court when DWI/DUI cases are presented.
2. Each DASEP provider will screen each DWI/DUI offender who is referred for screening.
3. Each DASEP provider will present judges with the findings of the Pre-Sentence Screening Report (PSSR) for each DWI/DUI offender who was screened. 90% compliance is required.

Method/Frequency of monitoring:

1. The DASEP manager will conduct on-site visits at least once during the fiscal year.
2. Each provider will submit monthly reports in a format and containing information required by DBHS.

Performance Indicator #2

Each DASEP provider will provide the court with recommendations based on the results of the Pre-Sentence Screening Report (PSSR), a client interview and a DBHS approved screening tool i.e., the Self Administered Simple Screening Instrument (SASSI), Alcohol Use Questionnaire (AUQ). The SASSI and AUQ will be provided to the DASEP Manager.

Acceptable Performance:

1. Each offender will be administered the Alcohol Use Questionnaire (AUQ), the Self-Administered Simple Screening Instrument (SASSI), or other approved screening instrument. (All screening instruments must be approved by DBHS).
 2. Each DASEP will make the proper referral based on the results of the screening instruments used.
- 90% compliance is required.

Method/Frequency of monitoring:

1. Each DASEP provider will submit a monthly report that lists the number of offenders screened and education and/or treatment recommendations.
2. This report will also list the courts where the offenders appeared.

B. Program Deliverable:

The contract will provide education services for all individuals who are charged with the offense of DWI/DUI.

Performance Indicator #1

Each DASEP provider will provide educational services for all referred DWI/DUI offenders.

Acceptable Performance:

1. Each DASEP provider will provide educational material using the ADAP approved curriculum.
2. A pre-test and post-test will be administered to all offenders to help determine whether or not there has been a measurable gain in knowledge. 100% compliance is required

Method/Frequency of monitoring:

1. Each DASEP provider will provide education to all offenders using the DBHS approved curriculum.
2. Providers will submit a monthly report that indicates the pre-test and post-test scores and the percentage of increase in those scores.

Performance Indicator # 2

Each DASEP provider will provide the community with education regarding DWI/DUI laws and consequences and will disseminate information to local newspapers concerning alcohol awareness.

Acceptable Performance:

1. Each DASEP will hold at least one event yearly in which local law enforcement, local schools, civic groups or other interested groups may attend.
2. Educational materials will be made available to courts, schools, hospitals, etc. to help inform the community of the importance of responsible alcohol use.
3. Each DASEP will make certain that local newspapers are aware of Alcohol Awareness month and provide articles for print to the local area newspapers. 100% compliance is required.

Method/Frequency of monitoring

1. Providers will submit press releases and monthly activity reports that will list all community activities.
2. DASEP manager will attend at least one event in each catchment area during the fiscal year.

Performance Indicator #3

DASEP provider will attend at least one annual training event that focuses on DWI/DUI education and/or treatment trends.

Acceptable Performance:

1. Each DASEP employee is required to attend a yearly conference that provides training and education on the most up-to-date methods and techniques in the DWI/DUI field. 100% compliance is required.

Method/Frequency of monitoring:

1. Each participant is required to complete a program evaluation that will be used to determine the effectiveness of the training event.

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance shall be determined at the sole discretion of the DBHS. One or more of the following remedies will be imposed for non-compliance with the performance indicators:

1. DBHS will notify contractor of unacceptable performance. A meeting between the Office and Contractor will take place to discuss and develop a corrective action plan, which shall be implemented by the Contractor.
2. DBHS will notify Contractor in writing of non-compliance with specific program deliverable(s) and performance indicator(s). Within ten working days of notification of non-compliance, Contractor must submit and implement a corrective action plan that is acceptable to the DBHS Director or Designee. Pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by DBHS.
3. The contract may be terminated.

The remedies listed above are in addition to all others available by law or equity.